REMARKS

Claims 1-6 and 16-24 have been cancelled without prejudice in view of the final restriction requirement.

Claims 7-15 and 25 - 27 are now pending.

Claims 7-15 have been rejected under 35 U.S.C. 102(e) as being anticipated by Uehara et al. (U.S. 6,416,832). According to the Office Action, "Uehara etal discloses the claimed invention in col. 11-18." Applicant disagrees.

The factual determination of anticipation requires the disclosure in a single reference of every element of the claimed invention. *In re Robertson*, 49 USPQ2d 1949 (Fed. Cir. 1999); *In re Lowry*, 32 USPQ2d 1031 (Fed. Cir. 1994); *Continental Can Co. USA Inc. v. Monsanto Co.*, 20 USPQ2d 1746 (Fed. Cir. 1991); *In re Bond*, 15 USPQ2d 1566 (Fed. Cir. 1990); *Diversitech Corp. v. Century Steps, Inc.*, 850 F.2d 675, 7 USPQ2d 1315 (Fed. Cir. 1988); *In re Marshall*, 578 F.2d 301, 198 USPQ 344 (CCPA 1978); *In re Arkley*, 455 F.2d 586, 172 USPQ 524 (CCPA 1972).

Claim 7 recites "A tubular parison for forming a medical device balloon, ... the parison having an elongation at break which is not more than 80% of the elongation at break of the bulk polymeric material."

The 80% maximum elongation recitation of claim 7 is not met inherently merely by showing an extruded parison has been produced. The application at page 7, lines 16-28 demonstrates the contrary.

With this in mind, Uehera et al's disclosure in col. 11-18 has been reviewed in detail. Nothing has been found there that discusses a tubular parison having an elongation at break that is not more than 80% of the elongation at break of the bulk polymer material. Further, the parisons described in this patent are used for forming film or sheet goods or containers. There is no disclosure of a medical device balloon or a parison for a medical device balloon. There is also nothing in the document indicating that the parisons could be used to form such balloons.

Because Uehera et al does not disclose preparation of a medical device balloon parison having an elongation at break which is not more than 80% of the elongation at break of the bulk polymeric material, and because mere disclosure of an extruded parison does not inherently meet this recitation, there is no anticipation by Uehera et al. Withdrawal of this rejection is therefore

respectfully requested.

Claims 7-15 have also been rejected under 35 U.S.C. 102(e) as being fully anticipated by Jester et al. (U.S. 6,268,026). According to the Office Action, "Jester et al discloses the claimed invention in col. 6-15." Applicant disagrees.

The factual determination of anticipation requires the disclosure in a single reference of every element of the claimed invention. *In re Robertson*, 49 USPQ2d 1949 (Fed. Cir. 1999); *In re Lowry*, 32 USPQ2d 1031 (Fed. Cir. 1994); *Continental Can Co. USA Inc. v. Monsanto Co.*, 20 USPQ2d 1746 (Fed. Cir. 1991); *In re Bond*, 15 USPQ2d 1566 (Fed. Cir. 1990); *Diversitech Corp. v. Century Steps, Inc.*, 850 F.2d 675, 7 USPQ2d 1315 (Fed. Cir. 1988); *In re Marshall*, 578 F.2d 301, 198 USPQ 344 (CCPA 1978); *In re Arkley*, 455 F.2d 586, 172 USPQ 524 (CCPA 1972).

Claim 7 recites "A tubular parison for forming a medical device balloon, ... the parison having an elongation at break which is not more than 80% of the elongation at break of the bulk polymeric material."

The 80% maximum elongation recitation of claim 7 is not met inherently merely by showing an extruded parison has been produced. The application at page 7, lines 16-28 demonstrates the contrary.

With this in mind, Jester et al's disclosure in col. 7-15 has been reviewed in detail. Nothing has been found there that discusses a tubular parison having an elongation at break that is not more than 80% of the elongation at break of the bulk polymer material. Further, the multilayer laminates described in this patent are film, sheets, preforms, containers and other articles, but there is no mention of a medical device balloon or a parison for a medical device balloon.

Because Jester et al does not disclose preparation of a medical device balloon parison having an elongation at break which is not more than 80% of the elongation at break of the bulk polymeric material, and because mere disclosure of an extruded parison does not inherently meet this recitation, there is no anticipation by Jester et al. Withdrawal of this rejection is therefore respectfully requested.

Respectfully submitted,

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